

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY LITIGATION

No. 2:12-md-02323-AB
MDL No. 2323

Kevin Turner and Shawn Wooden, on behalf
of themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL Properties, LLC,
successor-in-interest to NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:

Locks Law Firm

v.

SPID 100004665 (C.F.F.)

AND

John D. Giddens, P.A.

v.

SPID 100004665 (C.F.F.)

Attorney Lien Dispute

Case Nos. 00264, 00774

EXPLANATION AND ORDER

DAVID R. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE

January 12, 2022

Before the Court are two Notices of Attorney's Lien ("Lien") and Petitions to Establish Attorney's Lien seeking attorney's fees and costs from any Monetary Claim to be paid to Settlement Class Member ("SCM") C.F.F., who was issued a Notice of Monetary Award Claim Determination on August 20, 2021. The first lien was filed in March 2017 by John D. Giddens, P.A. ("Giddens"). The second lien was filed in July 2017 by Locks Law Firm ("Locks"). The

SCM is currently represented by Meyers & Flowers, LLC (“Meyers”).

The District Court referred all Petitions for individual attorney’s liens to this Magistrate Judge. (Doc. No. 7746.) Rules Governing Attorneys’ Liens (“Rules”) were adopted on March 6, 2018 and amended on October 3, 2018. (Doc. Nos. 9760 and 10283.) Pursuant to Rule 12, Giddens, Locks, and Meyers (the “Parties”) were advised of their right to consent to have the Magistrate Judge issue a final Order to resolve this dispute. The Parties have so consented. Accordingly, this Explanation and Order will serve as the final decision of the Court concerning this attorney lien dispute.¹

On November 15, 16, and 17, 2021, each of the Parties submitted a Withdrawal of Attorney’s Lien Dispute form pursuant to Rule 24 (the “Withdrawal”). The Withdrawal sets out an agreement that has been reached as to the portion of the SCM’s Monetary Award that each law firm would receive as its fee from funds currently available for distribution, as well as how to allocate any portion of the 5% holdback that may be released in the future. The agreement was negotiated by law firms that presumably are informed and concerned about their own interest.

Upon review of the Withdrawal and the contingency fee agreements, and in consideration of the Presumptive Fee Cap (Doc. No. 9863), we conclude that the fee to be paid to each firm is reasonable, does not exceed the percentage for which the parties contracted, and that the collective fees are within the percentage allowed under the 22% Presumptive Fee Cap.

¹ This decision does not concern the propriety of the Monetary Award to the SCM, which has already been authorized. Rather, it addresses only the allocation of the portion of the SCM’s Monetary Award that was set aside by the Claims Administrator for fees and costs of the SCM’s individually-retained counsel. It is the SCM’s retention of more than one attorney to represent him in this matter, and the filing of an attorney’s lien by prior counsel, that has created the need for this judicial determination of the appropriate fee.

Accordingly, we conclude that the Withdrawal will be granted and that the Claims Administrator is directed to distribute the attorneys' fees to the parties as set forth in the Withdrawal.² We also have reviewed the list of costs submitted by Meyers and the provisions of its contingent fee agreement that provides for reimbursement of certain costs, which appear to be in good order.³ We conclude that Meyers is entitled to the costs asserted.

AND NOW, this 12th day of January, 2022, it is **ORDERED** that:

1. The Withdrawal of the Lien Dispute is **GRANTED**; and
2. The Claims Administrator is **ORDERED** to distribute the withheld funds in accordance with this decision, the provisions of the Settlement Agreement, and all Court Orders regarding implementation.

BY THE COURT:

/s/ David R. Strawbridge, USMJ
DAVID Rp. STRAWBRIDGE
UNITED STATES MAGISTRATE JUDGE

² Pursuant to the Court's Order Regarding Withholdings for Common Benefit Fund (Doc. No. 10104), 5% of the Award is currently being held in the Attorney's Fees Qualified Settlement Fund, where it must remain until further order of the Court. The Claims Administrator will ensure that if any portion of those funds are later released they will be paid pursuant to the agreed terms in the Withdrawal.

³ We are mindful of a potential concern regarding one of the costs for which the parties agreed Meyers (or its co-counsel, Acosta and Associates, LLC) would be reimbursed. Subsequent to her examination of C.F.F., the provider at issue came under the scrutiny of the Claims Administrator and the Special Masters, who ultimately disqualified her from any further participation in the Program. We have determined that her involvement in the development of C.F.F.'s claim did not harm him. Moreover, the Special Masters' review did not implicate Meyers or Acosta in any wrongdoing with regard to that provider. We therefore find no basis to preclude Meyers from recovering the cost for this provider's examination of C.F.F.